



DIANA M. BONTÁ, R.N., Dr. P.H.  
Director

State of California—Health and Human Services Agency  
**Department of Health Services**



GRAY DAVIS  
Governor

June 30, 2003

Dear Interested Parties:

**CENTRAL VALLEY COUNTIES TWO-PLAN MODEL COMMERCIAL PLAN REQUEST FOR PROPOSAL (RFP) 02-25804 ADMINISTRATIVE BULLETIN 9, ADDENDUM 4.**

Enclosed you will find Administrative Bulletin 9, Addendum Number 4 to the Request for Proposal (RFP) for the Central Valley Counties Two-Plan Model Commercial Plan.

This bulletin is issued to notify Proposers of the Notice of Intent to Award Date. Extensive review of the Evaluation Process has delayed the Notice of Intent to Award Date. Twenty-Four hour notice will be provided prior to the Notice of Intent to Award for the Proposers to make appointments to Inspect or Obtain Copies of Proposals. With this change, the protest period will also extend appropriately.

This addendum incorporates changes to the RFP that clarifies a section in the RFP. Within the text of the document, changes are highlighted to denote revisions.

Any changes made to the RFP are published as additional or replacement pages to the RFP. The RFP is available in hard copy and in an electronic version. The hardcopy is printed double sided; therefore, a page may be replaced but have no changes. In order to configure the RFP so that it accurately reflects the current requirements and considerations, remove the existing page and add the new page or replacement page as indicated in the following tables:

**HARDCOPY VERSION**

REMOVE EXISTING PAGES	ADD NEW/REPLACEMENT PAGES
RFP page 98.	RFP page 98. No change.
RFP page 99.	RFP page 99. Section O, Bid Requirements and Information, item 4, Contract award and appeals, paragraph a. 2): address change.
RFP page 105.	RFP page 105. No change.
RFP page 106.	RFP page 106. Section R, second paragraph clarifies that in the event winning Proposer

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[www.consumerenergycenter.org/flex/index.html](http://www.consumerenergycenter.org/flex/index.html)

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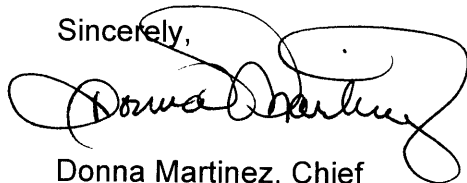
REMOVE EXISTING PAGES	ADD NEW/REPLACEMENT PAGES
	does not meet requirements, second highest scoring Proposer shall be awarded the contract.
RFP page 107.	RFP page 107. No change, text moved from previous page.

#### ELECTRONIC VERSION

REMOVE EXISTING PAGES	ADD NEW/REPLACEMENT PAGES
RFP page 99.	RFP page 99. Section O, Bid Requirements and Information, item 4, Contract award and appeals, paragraph a. 2): address change.
RFP page 106.	RFP page 106. Section R, second paragraph clarifies that in the event winning Proposer does not meet requirements, second highest scoring Proposer shall be awarded the contract.
RFP page 107.	RFP page 107. No change, text moved from previous page.

Thank you for your continued interest in the Medi-Cal Two-Plan Model procurement effort. If you should have any questions, please call Subran Singh, lead analyst assigned to this procurement, at (916) 323-7406.

Sincerely,



Donna Martinez, Chief  
Office of Medi-Cal Procurement

## **O. Bid Requirements and Information**

Note: All of the requirements and information in this section pertain to each separate proposal for each county submitted by the Proposer. e.g. for each county award which Proposer seeks to contest, it must submit a separate appeal.

### **1. Nonresponsive proposals**

In addition to any condition previously indicated in this RFP, the following occurrences **may** cause DHS to deem a proposal nonresponsive.

- a. Failure of a Proposer to:
  - 1) Meet DVBE participation goals or to demonstrate that a substantial Good Faith Effort (GFE) was made to meet those goals.
  - 2) Meet proposal format/content or technical proposal requirements including, but not limited to, the sealing, labeling, packaging and/or timely and proper delivery of proposals.
  - 3) Pass the Required Attachment / Certification Checklist review (i.e., by not marking "Yes" to applicable items or by not appropriately justifying, to DHS' satisfaction, all "N/A" designations).
- b. If a Proposer submits a proposal that is conditional, materially incomplete or contains material defects, alterations or irregularities of any kind.
- c. If a Proposer supplies false, inaccurate or misleading information or falsely certifies compliance on any RFP attachment.
- d. If DHS discovers, at any stage of the bid process or upon contract award, that the Proposer is unwilling or unable to comply with the contract terms, conditions and exhibits cited in this RFP or the resulting contract.
- e. If other irregularities occur in a proposal response that are not specifically addressed herein (i.e., the Proposer places any conditions on performance of the scope of work, submits a counter proposal, etc.).

### **2. Proposal modifications after submission**

- a. All proposals are to be complete when submitted. However, an entire proposal may be withdrawn and the Proposer may resubmit a new proposal prior to the proposal due date.
- b. To withdraw and/or resubmit a new proposal, follow the instructions appearing in the RFP section entitled, "Withdrawal and/or Resubmission of Proposals".

### **3. Withdrawal and/or Resubmission of Proposals**

- a. Withdrawal deadlines

A Proposer may withdraw a proposal at any time before the proposal due date.

- b. Submitting a withdrawal request

- 1) Submit a written withdrawal request, signed by an authorized representative of the Proposer.
- 2) Label and submit the withdrawal request using one of the following methods.

**U.S. Mail, Hand Delivery or  
Overnight Express:**

**Fax:**

**Withdrawal RFP 02-25804**

Department of Health Services  
Office of Medi-Cal Procurement  
Attn: Subran Singh  
600 North 10<sup>th</sup> Street, Room 240-C  
P.O. Box 942732  
Sacramento, CA 94234-7320

**Withdrawal RFP 02-25804**

Department of Health Services  
Office of Medi-Cal Procurement  
Attn: Subran Singh

**Fax: (916) 323-7456**

- 3) Proposers must call (916) 323-7406 to confirm receipt of a faxed withdrawal request. Follow-up the faxed request by mailing or delivering the signed original withdrawal request within 24 hours after submitting a faxed request.

An originally signed withdrawal request is generally required before DHS will return a proposal to a Proposer. DHS may grant an exception if the Proposer informs DHS that a new or replacement proposal will immediately follow the withdrawal.

c. Resubmitting a proposal

After withdrawing a proposal, Proposers may submit a new proposal according to the proposal submission instructions. Replacement proposals must be received at the stated place of delivery by the proposal due date and time.

**4. Contract award and appeals**

a. Contract award

- 1) Award of the contract, if awarded, will be to the responsive and responsible Proposer who earns the highest total score.
- 2) DHS shall award the contract only after DHS posts a Notice of Intent to Award for five (5) working days. DHS expects to post the Notice of Intent to Award before the close of business on June 30, 2003 at the following location:

Department of Health Services  
Contract Management Unit  
1501 Capitol Avenue, Suite 71-2101  
Sacramento, CA 95814

- 3) DHS will mail or fax a written notification and/or a copy of the Notice of Intent to Award to all firms that submitted a proposal.

**P. Certification Clauses****1. Debarment and Suspension Certification**

- a. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.2. of this certification; and
  - 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  - 5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - 6) Will include a clause entitled "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- b. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the program funding this contract.

**2. Lobbying Restrictions and Disclosure**

- a. The Contractor certifies, to the best of its knowledge and belief, that:
  - 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Standard Form-LLL may be obtained from the State upon request or from various federal agencies or federally sponsored World Wide Web Internet sites.
  - 3) The Contractor shall require that the contents of this certification be collected from the recipients of all subawards, exceeding \$100,000, at all tiers (including subcontracts, subgrants, etc.) and shall be maintained for three years following final payment/settlement of those agreements.
- b. This certification is a material representation of fact upon which reliance was placed when this contract was made and/or entered into. The making of the above certification is a prerequisite for making or entering into this contract pursuant to 31 U.S.C. 1352 (45 CFR 93). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - c. The Standard Form-LLL may be obtained from various federal agencies, federally sponsored World Wide Web Internet sites, and DHS, upon request, or may be copied from Exhibit D(F) entitled Special Terms and Conditions.

#### **Q. Preference Programs**

There are no preference program adjustments to proposals in this RFP.

#### **R. Contract Terms and Conditions**

The winning Proposer must enter a written contract that may contain portions of the Proposer's proposal (i.e., Technical Proposal Requirements response), Qualification Requirements, Scope of Work, standard contract provisions, the contract form, and the exhibits identified below. Other exhibits, not identified herein, may also appear in the resulting contract.

The exhibits identified in this section contain contract terms that require strict adherence to various laws and contracting policies. A Proposer's unwillingness or inability to agree to the proposed terms and conditions shown below or contained in any exhibit identified in this RFP may cause DHS to deem a Proposer non-responsible and ineligible for an award. If the highest scoring Proposer (winning Proposer) does not meet the proposed contract terms and conditions during the Implementation Period [see Exhibit E, Attachment 2, Program Terms and Conditions, provision 11 Term (of Contract) and Exhibit A, Attachment 18, Implementation Plan and Deliverables], DHS may terminate the awarded contract, and award a contract to the next highest scoring Proposer. The next highest scoring Proposer has the option to accept or decline the award of this contract. In the event a Proposer declines the contract, DHS will continue to the next highest Proposer until no more Proposers are available. DHS reserves the right to use the most recent version of any form or exhibit listed below in the resulting agreement if a newer version is available.

The exhibits identified below illustrate many of the terms and conditions that may appear in the final agreement between DHS and the winning Proposer. Other terms and conditions, not specified in the exhibits identified below, may also appear in the resulting agreement. Some

terms and conditions are conditional and may only appear in an agreement if certain conditions exist (i.e., contract total exceeds a certain amount, federal funding is used, etc.).

In general, DHS will not accept alterations to Exhibits A through E, other exhibit terms/conditions, or alternate language that is proposed or submitted by a prospective contractor. DHS may consider a proposal containing such provisions a "counter proposal" and DHS may reject such a proposal as nonresponsible.

**1. Sample contract forms / exhibits**

<b>Exhibit Label</b>	<b>Exhibit Name</b>
a. Exhibit A	Standard Agreement (Std. 213) (1 page) and Scope of Work with eighteen (18) Attachments
b. Exhibit B	Budget Detail and Payment Provisions
c. Exhibit C - View on-line.	General Terms and Conditions (GTC 103). View or download at this Internet site <a href="http://www.ols.dgs.ca.gov/standard+language/default.htm">www.ols.dgs.ca.gov/standard+language/default.htm</a>
d. Exhibit D(F)	Special Terms and Conditions
e. Exhibit E	Additional Provisions
f. Exhibit F	Contractor's Release (1 page)

**2. Unanticipated tasks**

In the event unanticipated or additional work must be performed that is not identified in this RFP, but in DHS' opinion is necessary to successfully accomplish the scope of work, DHS will initiate a contract amendment to add that work. All terms and conditions appearing in the final contract including the capitation rates will apply to any additional work.

**3. Resolution of language conflicts (RFP vs. final agreement)**

If an inconsistency or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions appearing in this RFP, any inconsistency or conflict will be resolved by giving precedence to the final agreement.